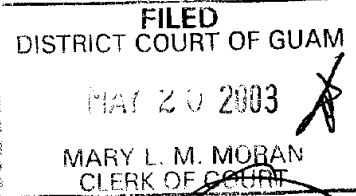


1 FREDERICK A. BLACK
2 United States Attorney
3 EDWARD J. LYNCH
4 Special Assistant U.S. Attorney
5 Sirena Plaza Suite 500
6 108 Hernan Cortez Avenue
7 Hagatna, Guam 96910
8 TEL: (671) 472-7332
9 FAX: (671) 472-7215

10 Attorneys for United States of America



11
12
13 **IN THE UNITED STATES DISTRICT COURT**
14 **FOR THE TERRITORY OF GUAM**

15 GLENN A. LANGDALE-HUNT,

16 Plaintiff,

17 vs.

18 UNITED STATES OF AMERICA,

19 Defendant.

20 CIVIL CASE NO. 02-00017

21 **RELEASE AGREEMENT**

22 That for and in consideration of the sum of FIFTY THOUSAND Dollars
23 (\$50,000.00), in lawful money of the United States to be paid in general damages to
24 GLENN A. LANGDALE-HUNT (hereinafter referred to as "Payee"), does by these
25 presents remise, release, and forever discharge the United States of America and the
26 United States Navy (hereinafter referred to as "Payors"), their agents, servants, and
27 employees, other agencies and departments, and each of them, and all other persons,
28 firms, corporations, associations or partnerships, having any interest in or in any way
connected with said Payor on account of any and all claims, actions, causes of action,

ORIGINAL

1 liability or liabilities, demands or damages of whatever name or nature, including any and
2 all claims for general and special damages, for past and future earnings loss, for past and
3 future medical expenses, for loss of services, for loss of support, for loss of association,
4 companionship, whether at law or in equity, in any manner arisen, arising or to grow out
5 of an accident on or about December 7, 2000. It is further understood that the payment
6 of FIFTY THOUSAND DOLLARS (\$50,000.00) in general damages is in full payment
7 and settlement for any and all claims for damages of every kind and nature whatsoever,
8 and whether now known or unknown, by reason of or arising from that claim as described
9 in the Plaintiffs' Complaint in the above-entitled case and particularly without lessening
10 or limiting the force or generality of the foregoing, from all claims and demands set forth
11 in that above entitled case inclusive of any and all court costs and attorney fees.

12 **GLENN A. LANG-HUNT**, understands that in accepting the foregoing
13 consideration and executing this release it is specifically agreed that this release shall be a
14 complete bar to all claims whether brought by them or another party as against payors for
15 injury or damage to person or property, loss or expense of whatever name or nature
16 resulting from said accident. For the foregoing consideration Plaintiff hereby covenants
17 and agrees to indemnify and forever hold harmless payors against any and all liability,
18 cost, claims and/or expenses resulting from or which may result from any claim, demand,
19 suit, action, cause of action, or subrogation including claims of any workers compensation
20 insurer, temporary or permanent disability insurers, medical insurer's, no-fault insurers,
21 medical care providers, and/or any claim whether governmental or individual in nature
22 which may be asserted by, with or without the consent of, individually or on behalf of the
23 Plaintiff arising directly or indirectly out of the above-mentioned accident; and to defend
24 Payors against any claim, demand, suit, action, or cause of action of whatever kind arising
25 out of said accident.

26 //

27 //

28 //

1 In further consideration of the payment herein made the undersigned Payee does
2 hereby expressly waive the benefits of the provision of Section 1542 of the Civil Code of
3 Guam, which reads as follows:

4 A general release does not extend to claims which the creditor does not
5 know or suspect to exist in its favor at the time of executing the release,
6 which if known by him must have materially affected its settlement with the
debtor.

7 The undersigned Payee further declares and represents that this Release expresses
8 a full and complete settlement of a liability claimed and denied and regardless of the
9 adequacy of the compensation, and regardless of the basis upon which the claim arose,
10 and is intended to avoid litigation, and that there is absolutely no promise, inducement or
11 agreement on the part of Payors to make any payment or do any act or thing other than is
12 expressly stated and clearly agreed to, and that this Release contains the entire agreement
13 between the parties hereto, and that the terms of this Release are contractual and not a
14 mere recital.

15 Payment of the sum herein mentioned is made by Payors in compromise of a
16 disputed claim between the parties and is intended to extinguish all rights and liabilities
17 concerning such claim whether raised by payee or other interested party. Payment is not
18 to be construed as an admission of liability by Payors or anyone else.

19 The undersigned Payee, declares that they have read the foregoing Release and
20

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

1 that the meaning thereof has been explained to them by their attorney, who has also
2 caused this document to be executed and they fully understand and appreciate the
3 meaning thereof, and they execute
4 the same of their own free will and accord.

5 EXECUTED this ____ day of April, 2003.

6
7 G.A.L. - gchal LT
8 GLENN A. LANG-HUNT.
Plaintiff and Payee

9 P. J. Crouch
10 PETER TERENCE CROUCH
11 SOLICITOR & NOTARY PUBLIC
BRISBANE QUEENSLAND

12 15 MAY 2003

By:

FREDERICK A. BLACK
United States Attorney
Districts of Guam and CNMI

13 Edward J. Lynch
14 EDWARD J. LYNCH
15 Special Assistant U.S. Attorney
16

17 ATTORNEY'S CONSENT

18
19 I have read the foregoing Release and approve it as to substance and as to form
20 and have advised my client, GLENN A. LANG-HUNT, to execute it.

21 DATED this 15 day of May, 2003.

22
23
24 By:

A. Alexander Gorman
A. ALEXANDER GORMAN
Attorney for Plaintiff
25
26
27
28